

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Cheryl Laxton
13530 Old Telegraph Road
Providence Forge, Virginia 23140,

Plaintiff,

v.

American Airlines Group Inc.
AKA/DBA American Airlines
4333 Amon Cater Boulevard
Fort Worth, Texas 76155,

-And-

American Eagle Airlines
AKA/DBA American Eagle
4333 Amon Carter Boulevard
Fort Worth, Texas 76155,

-And-

Piedmont Airlines, Inc.
AKA/DBA Piedmont Airlines
5443 Airport Terminal Road
Salisbury, Maryland 21904,

Defendants.

18

1403

CIVIL ACTION

NO: 18. CV-1403

PLAINTIFF'S CIVIL ACTION COMPLAINT

AND NOW, comes the Plaintiff, Cheryl Laxton, by and through her attorneys,
Freundlich & Littman, LLC, and files the following Civil Action Complaint against
Defendants American Airlines Group Inc. AKA/DBA American Airlines, American
Eagle Airlines AKA/DBA American Eagle, and Piedmont Airlines, Inc. AKA/DBA
Piedmont Airlines, and in support thereof, avers as follows:

PARTIES

1. Plaintiff, Cheryl Laxton (hereinafter "Plaintiff") is an adult individual and citizen of the Commonwealth of Virginia residing at 13530 Old Telegraph Road, Providence Gorge, Virginia 23140.
2. Defendant American Airlines Group Inc. AKA/DBA American Airlines is, based on information and belief, a for-profit corporate entity, with a place of business located at 4333 Amon Carter Boulevard, Fort Worth, Texas 76155.
3. Defendant American Eagle Airlines AKA/DBA American Eagle is, based on information and belief, a for-profit corporate entity, with a place of business located at 4333 Amon Carter Boulevard, Fort Worth, Texas 76155.
4. Defendant Piedmont Airlines, Inc. AKA/DBA Piedmont Airlines is, based on information and belief, a for-profit corporate entity, with a place of business located at 5443 Airport Terminal Road, Salisbury, Maryland 21804.
5. Defendants American Airlines Group Inc. AKA/DBA American Airlines, American Eagle Airlines AKA/DBA American Eagle, and Piedmont Airlines, Inc. AKA/DBA Piedmont Airlines are hereinafter referred to collectively as "Defendants" unless specifically referred to otherwise individually.
6. Defendants own, operate, and manage commercial airliners open to the general public throughout the United States and the entire world.
7. At all times relevant hereto, the Defendants operated through their agents, managers, supervisors, servants, workmen and/or employees who were acting within the course and scope of their agency relationship and/or employment.

JURISDICTION AND VENUE

8. Plaintiff hereby incorporates the preceding paragraphs by reference as if set forth at length herein.
9. The Court has jurisdiction over this litigation under 28 U.S.C.A. § 1332(a) based upon the complete diversity of the parties and the amount in controversy exceeding \$75,000.00, exclusive of interest and costs.
10. The Court has jurisdiction over this litigation under 28 U.S.C.A. § 1331 as this civil action concerns, in part, the laws of the United States, specifically the Federal Aviation Act.
11. This Court has personal jurisdiction over Defendants as Defendants conduct systematic and continuous business within the Commonwealth of Pennsylvania.
12. Venue is proper in the Eastern District of Pennsylvania pursuant to 28 U.S.C. §1391(a) in that a substantial part of the events or omissions giving rise to the claim occurred in this judicial district and/or that the parties contractually agreed to the selection of this judicial district as the appropriate venue for this within civil action.

FACTS

13. Plaintiff hereby incorporates the preceding paragraphs by reference as if set forth at length herein.
14. Plaintiff was a business invitee as she was a person who was invited to enter or remain on the property of the Defendants, for the purpose directly or indirectly connected with business dealings with Defendants. Gutteridge v. A.P. Green Servs., Inc., 2002 PA Super 198, 804 A.2d 643, 656 (Pa. Super. Ct. 2002).

15. As a business invitee, Plaintiff was owed the highest degree of care by Defendants. Gutteridge v. A.P. Green Servs., Inc., 2002 PA Super 198, 804 A.2d 643, 656 (Pa. Super. Ct. 2002).
16. Defendants were common carriers and owed Plaintiff a higher duty of care at all times material to the events described below.
17. It is also well-settled in Pennsylvania that the duty of care owed to a business invitee or business visitor is the highest duty owed to any entrant upon land; the landowner must protect the invitee not only against known dangers, but also against those which might be discovered with reasonable care. Id.
18. On or about April 29, 2016, Plaintiff boarded a plane in Richmond, Virginia with the destination being Philadelphia, Pennsylvania, flight number American Airlines 4801. (A true and correct copy of Plaintiff's Receipt for American Airlines Flight Number 4801 from Richmond, Virginia to Philadelphia, Pennsylvania is attached hereto as **Exhibit "A"**).
19. The flight departed Richmond, Virginia at approximately 7:20 a.m. on April 29, 2016. (See **Exhibit "A"**).
20. Shortly before the flight was to land in Philadelphia, smoke began filling the cabin of the airplane.
21. The smoke appeared to be coming from the cockpit of the airplane.
22. Passengers inside the airplane became panicked and frightened.
23. Defendants' employees informed Plaintiff and other passengers inside the airplane that the airplane would be making an emergency landing at Philadelphia International Airport.

24. Defendants' employees instructed Plaintiff and other passengers inside the airplane on the safety protocols, including how to evacuate the airplane once the airplane completed the emergency landing.
25. Among the various instructions, Defendants' employees informed Plaintiff and the other passengers inside the airplane that a "safety slide" would automatically inflate once the cabin door was opened after the airplane had completed the emergency landing.
26. The airplane landed at Philadelphia International Airport at approximately 8:15 a.m.
27. The airplane was unable and/or Defendants were unwilling to taxi the airplane to a gate for passengers to disembark the airplane.
28. Plaintiff was instructed to come to the door and disembark the airplane on the runway.
29. Upon opening the door, the inflatable slide did not inflate.
30. Defendants instructed Plaintiff that she was to jump off the plane.
31. Plaintiff listened to Defendants' instruction and jumped off the plane from a height of approximately 7 feet.
32. Upon landing on the ground, Plaintiff felt immediate pain in her knees, hips, back, and neck.
33. Plaintiff reported being injured to Defendants as well as the personnel at Philadelphia International Airport.
34. Following the emergency landing, Plaintiff presented to various medical professionals where she was diagnosed with having suffered severe and

permanent injuries to her knees, hips, and back, including, but not limited to, disc herniations and a torn meniscus.

35. All of Plaintiff's injuries were caused by the April 29, 2016 emergency landing and subsequent jump required by Defendants as described above.
36. Solely as a result of the Defendants' negligence, Plaintiff endured and is enduring continued pain, suffering and mental anguish some or all of which may persist for an indefinite time into the future or be permanent in nature.
37. As a further result of Defendants' negligence, Plaintiff has been unable to perform her usual daily duties, occupations and avocations.
38. As a further result of Defendants' negligence, Plaintiff has spent a substantial amount of time receiving and undergoing medical treatment and care in an attempt to reduce and alleviate her pain and suffering.
39. As a further result of Defendants' negligence, Plaintiff has incurred various and substantial expenses which were reasonable and necessary for her treatment and care and will be required to incur such expenses in the future.
40. As a further result of Defendants' negligence, Plaintiff has in the past suffered, and may in the future continue to suffer, the loss of enjoyment of life and life's pleasures, all to her great detriment and loss.
41. As a further result of Defendants' negligence, Plaintiff has in the past suffered and may in the future continue to suffer embarrassment, humiliation and physical deformity, as aforesaid, all to her great detriment and loss.
42. As a further result of Defendants negligence, Plaintiff has sustained and makes claims for pain and suffering, loss of physical function, humiliation,

embarrassment, loss of income, loss of earning potential, loss of life's pleasures and any and all other damages to which she is or may be entitled under the laws of the Commonwealth of Pennsylvania.

COUNT ONE: NEGLIGENCE
PLAINTIFF V. ALL DEFENDANTS

43. Plaintiff hereby incorporates the preceding paragraphs by reference as if set forth at length herein.
44. The aforesaid incident was solely and proximately caused by the negligence of the Defendants, their owners, agents, servants, workmen, representatives and/or employees, which negligence consisted of, but was not necessarily limited to, the following:
- a. Failing to maintain Defendants' airplane in a safe condition;
 - b. Failing to correct the dangerous, defective, and hazardous condition that Defendants allowed to exist on and/or within the Defendants' airplane, which Defendants were aware or should have been aware of through reasonable inspection and prudent care;
 - c. Creating a dangerous, defective, and hazardous condition through improper construction, maintenance, and inspection of Defendants' airplane;
 - d. Failing to properly inspect and remedy the unsafe condition upon the Defendants' airplane with notice, actual or constructive, of its dangerous, defective, and hazardous condition;
 - e. Disregarding the rights and safety of those persons lawfully on the Defendants' airplane;

- f. Permitting Defendants' airplane to remain in a dangerous state of disrepair and neglect to the prejudice of Plaintiff;
- g. Failing to properly train employees to recognize dangerous and defective conditions about instructing Plaintiff to jump off the airplane;
- h. Negligently selecting its employees, workmen and/or supervisors;
- i. Hiring and employing negligent and incompetent agents, servants, workmen, employees and/or sub-contractors that Defendants knew or should have known were not competent and who could not properly perform their job duties;
- j. Permitting and allowing, by and through its agents, servants, workmen, employees and/or supervisors, dangerous, defective, and hazardous conditions to exist when Defendants knew or should have known that such negligence and carelessness of its workmen, employees and/or supervisors would create a severe risk of physical harm to those persons lawfully on Defendants' airplane;
- k. Failing to set forth adequate, proper and reasonable safety standards;
- l. Failing to properly supervise and inspect the Defendants' airplane at all times to ensure safety to all persons therein;
- m. Failing to conduct usual, regular and normal inspections of Defendants' airplane to assure that said premises was kept in a safe and hazard-free condition for those lawfully thereon;
- n. Failing to keep adequate and proper records of inspections and maintenance of Defendants' airplane;

- o. Failing to adhere to their own policies and procedures concerning cleaning, inspection, and maintenance;
- p. Failing to adhere to the applicable aviation codes and standards concerning maintenance and inspection of airplanes;
- q. Failing to inspect and maintain the deployable slide before instructing passengers to jump from the airplane;
- r. Creating and implementing improper, careless, and reckless disembarkation policies and procedures;
- s. Failing to properly deploy the side before instructing passengers to jump from the airplane; and
- t. Being otherwise negligent and careless.

45. At all times relevant hereto, Defendants' owned, operated, managed controlled and/or maintained the Defendants' airplane and had a duty to inspect and to maintain the Defendants' airplane in a safe, operable, and code-compliant manner for the safety of all business invitees, such as Plaintiff.

46. As stated above, Plaintiff was a business invitee of Defendants and therefore, Defendants owed Plaintiff the highest degree of care.

47. As laid out above, Defendants breached their duty to Plaintiff.

48. The severe and permanent injuries Plaintiff sustained were a foreseeable consequence of Defendants' negligence and carelessness.

49. As a further result of this accident, Plaintiff has been or will be obliged to receive and undergo medical attention and care, and to expend various sums of money and/or incur expenses for the injuries she has suffered; and she may be obliged to

continue to expend such sums for an indefinite period of time in the future, perhaps permanently.

50. As an additional result of the accident aforesaid, Plaintiff has suffered injuries which are or may be permanent in nature, and has suffered and will in the future continue to suffer great pain and agony, and has, will and may be unable to attend to daily duties, occupations, labors and employment, thereby losing the emoluments of his industry, and has suffered a loss, and which will continue for an indefinite time in the future, all to her great and continuing detriment and loss.

51. All of Plaintiff's losses and damages were, are, and will be due solely to and by reason of the carelessness and negligence of Defendants, without any negligence or want of due care on Plaintiff's part contributing thereto.

WHEREFORE, Plaintiff Cheryl Laxton demands judgment in her favor and against Defendants in an amount in excess of seventy-five thousand dollars (\$75,000.00) together with costs, delay damages, interest, and other damages the court should deem appropriate.

COUNT TWO: VIOLATION OF THE FEDERAL AVIATION ACT (FAA)
PLAINTIFF V. ALL DEFENDANTS

52. Plaintiff hereby incorporates the preceding paragraphs by reference as if set forth at length herein.

53. As stated above, on or about April 29, 2016, Plaintiff was a passenger on Defendants' commercial airplane when smoke began emanating from the cockpit filling the main cabin of the plane.

54. As a passenger on Defendants' commercial airplane, Defendants owed Plaintiff numerous duties, including, but not limited to, those established by the Federal

Aviation Act ("FAA"), which includes the duty to operate Defendants' commercial airplane with due care as to not endanger the life and property of the Plaintiff.

55. As a result of the aforesaid incident, Defendants' commercial airplane was forced to make an emergency landing in Philadelphia, Pennsylvania.

56. As discussed above, Plaintiff became injured as a result of Defendants' operation of Defendants' commercial airplane, Defendants' negligence in the disembarkation of Defendants' commercial airplane, and inspection and maintenance of Defendants' commercial airplane.

57. Specifically, Defendants' violated 14 C.F.R. 91.13(a) in that Defendants' reckless operation of Defendants' commercial airplane caused the airplane to become filled with smoke while in mid-air resulting in an emergency landing causing Plaintiff to suffer injuries as described above.

58. Further, Defendants are also in violation of 14 C.F.R. 91.13(b) as their careless and reckless instruction and operation of the emergency disembarkation process following the landing in Philadelphia, Pennsylvania described above caused Plaintiff to suffer serious bodily injuries.

59. Further, Defendants' instruction for Plaintiff to jump from the commercial airplane represented a gross disregard for Plaintiff's safety as Plaintiff's injuries were a foreseeable consequence of Defendants' instruction to jump out of the aircraft without first having deployed a slide, stairs, or other means of egress.

60. As a result of Defendants' conduct, Defendants breached their duties owed to Plaintiff.

61. As a direct and proximate result of Defendants' breach of their duties owed to Plaintiff, Plaintiff became injured.

62. All of Plaintiff's losses and damages were, are, and will be due solely to and by reason of the carelessness and negligence of Defendants, without any negligence or want of due care on Plaintiff's part contributing thereto.

WHEREFORE, Plaintiff Cheryl Laxton demands judgment in her favor and against Defendants in an amount in excess of seventy-five thousand dollars (\$75,000.00) together with costs, delay damages, interest, and other damages the court should deem appropriate.

Respectfully Submitted,

FREUNDLICH & LITTMAN, LLC

BY: 

Austin R. Freundlich, Esq. I.D. # 205670

Gregory C. Littman, Esq. I.D. #306806

Attorneys for Plaintiff

1425 Walnut Street Suite 200
Philadelphia, PA 19102

DATE: March 30, 2018

(T) 215-545-8500

(F) 215-545-8510


EXHIBIT “A”

Priceline Trip Number: 109-502-054-38

Richmond → Boston
Fri Apr 29 2016


Passengers : **Cheryl Laxton** Ticket Number: 0017819040504

Fri Apr 29 Richmond → Boston

RIC → PHL

7:20 AM – 8:23 AM
American Airlines Flight 4801
Operated by Piedmont Airlines for American Eagle
1h 3m, 199 miles

Depart: Richmond Intl Airport (RIC), Richmond, VA
Arrive: Philadelphia Intl Airport (PHL), Philadelphia, PA
Economy Class - Embraer RJ145 Amazon

1h 12m layover in Philadelphia

PHL → BOS

9:35 AM – 10:57 AM
American Airlines Flight 1657
1h 22m, 279 miles

Depart: Philadelphia Intl Airport (PHL), Philadelphia, PA
Arrive: Gen Edward Logan Intl Airport (BOS), Boston, MA
Economy Class - Embraer 190

Important Information

Airline schedules can change. Please visit your airline's website to reconfirm your flight information and check-in location prior to each departure.

Once confirmed, airline change penalties and restrictions apply. Most tickets are non-refundable. See your airline's full fare rules here.

Airline tickets are non-transferable. Name changes or adjustments are not allowed once purchased.

Airfares and flight availability are not guaranteed until purchased.

You will be issued electronic tickets. Remember to bring a valid government-issued photo ID with you to check-in.

Notice of Incorporated Terms

Passenger & Ticket Information

 **Get Preferred Seats on American Airlines**
Preferred Seats include: Bulkhead, Exit Rows, Select Front, Aisle & Window. View Preferred Seats >>

Cheryl Laxton

Flight	Seat	Ticket Number
Richmond → Philadelphia American Airlines Flight 4801	2A (Confirmed)	0017819040504
Philadelphia → Boston American Airlines Flight 1657	16A (Confirmed)	0017819040504

Summary of charges
Total price: \$178.60

Purchase date: Apr 27, 2016
Payment method: Visa (4252)
Billing name: Cheryl Laxton

Ticket cost: \$138.00
Taxes & fees: \$22.80
Trip protection: \$18.00
Tickets: 1

Total price: \$178.60
Bonus: No Priceline Booking Fee

Prices are in US dollars

See baggage information for additional fees that may apply.

Your Total price will be broken down into separate charges for each product on your credit card statement.

Airline Contact Information

American Airlines
1-800-433-7300
www.aa.com
Confirmation Number:
EJCASX

Need Help?

Give us a call
From the United States:
1-800-340-0575
From anywhere else:
+1 212 444-0022

You will need this information:
Priceline trip number:
109-502-054-38
Phone number used:
(757) 254-4938

Trip Protection Information	
Insurance company:	Aon Affinity
Claim forms:	To request a claim form visit www.travelclaim.com
Phone numbers:	1-877-892-7951 US 1-516-342-2720 International
Email address:	tripprotect@aon.com
Priceline Trip Number:	109-502-054-38
Worldwide Emergency Assistance	
Service provider:	On Call International
Phone numbers:	1-800-618-0692 US 1-603-898-2879 International
Available services:	Pre-departure travel assistance, medical assistance and emergency services



[illegible]

CIVIL COVER SHEET

18.CV-1403

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Cheryl Laxton

DEFENDANTS

American Airlines inc. AHA/DBA American Airlines
 American Eagle Airlines AHA American eagle
 Piedmont Airlines inc. AHA Piedmont Airlines

County of Residence of First Listed Defendant Fort Worth TX

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

(b) County of Residence of First Listed Plaintiff New Kent County VA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Austin R. Freundlich
 Freundlich & Lichten
 1425 Walnut Street Phila. Pa 19102

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff☐ 3 Federal Question (U.S. Government Not a Party)☐ 2 U.S. Government Defendant☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State ☒ PTF ☐ DEFCitizen of Another State ☒ PTF ☐ DEFCitizen or Subject of a Foreign Country ☐ PTF ☐ DEFIncorporated or Principal Place of Business In This State ☐ PTF ☐ DEFIncorporated and Principal Place of Business In Another State ☐ PTF ☒ DEFForeign Nation ☐ PTF ☐ DEF

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input checked="" type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

☒ 1 Original Proceeding☐ 2 Removed from State Court☐ 3 Remanded from Appellate Court☐ 4 Reinstated or Reopened☐ 5 Transferred from Another District (specify)☐ 6 Multidistrict Litigation - Transfer☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC 1332(a)

Brief description of cause:

Personal injury sustained as a result of Defendants' negligence

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND:

☒ Yes ☐ No

VIII. RELATED CASE(S)

IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

APR - 4 2018

DATE 4/4/18

SIGNATURE OF ATTORNEY OF RECORD

Austin R. Freundlich

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

18

1403

Address of Plaintiff: 13530 Old Telegraph Road Providence Forge Virginia 23140

Address of Defendant: 4333 Amon Cater Blvd Fort Worth Texas 76155; 5443 Airport Terminal Road Salisbury MD 21904

Place of Accident, Incident or Transaction: 8000 Essington Ave, Philadelphia Pa 19153
(Use Reverse Side For Additional Space)Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))Yes ☒ No ☐

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: Judge Date Terminated:

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
(Please specify) _____

B. Diversity Jurisdiction Cases:

1. ☐ Insurance Contract and Other Contracts
2. ☒ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify) _____
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases
(Please specify) _____

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Austin R. Freundlich, counsel of record do hereby certify:

- ☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- ☐ Relief other than monetary damages is sought.

DATE: March 30, 2018

Attorney-at-Law

205670

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: March 30, 2018

Attorney-at-Law

205670

Attorney I.D.#

CIV. 609 (5/2012)

APR - 4 2018

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Cheryl Laxton

v.

American Airlines Group, et al.

CIVIL ACTION

18 1403NO. **18-CV-1403**

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

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APR - 4 2018